

#870844

# AGREEMENT

between the

**SCHOOL BOARD OF  
BREVARD COUNTY**

DEC 14



and the

**INTERNATIONAL BROTHERHOOD OF  
PAINTERS AND ALLIED TRADES  
LOCAL 1010**



**1998-99**

2,600 dues paid  
in 1998

#### NON DISCRIMINATION NOTICE

It is the policy of the School Board of Brevard County to offer the opportunity to students to participate in appropriate programs, and activities without regard to race, color, religion, national origin, sex, disability, marital status, or age, except as otherwise provided by Florida State Law.

A student having a grievance concerning discrimination may contact:

Dr. Daniel T. Scherer	or	Carolyn J. Ellis	School Board of Brevard County
Equity Coordinator		Director, Secondary Education	2700 Judge Fran Jamieson Way
Deputy Superintendent		Office of School Operations	Viera, Florida 32940-6699
			(407) 631-1911

It is the policy of the School Board of Brevard County not to discriminate against employees or applicants for employment on the basis of race, color, religion, sex, national origin, participation and membership in professional or political organizations, marital status, age, or disability. Sexual harassment is a form of employee misconduct which undermines the integrity of the employment relationship, and is prohibited. This policy shall apply to recruitment, employment, transfers, compensation, and other terms and conditions of employment.

An employee or applicant having a grievance concerning employment may contact:

Mr. Leroy A. Berry	or	Ms. Ann-Marie Brish	School Board of Brevard County
Assistant Superintendent		Director, Human Resources	2700 Judge Fran Jamieson Way
Human Resources Services		Services and Labor Relations	Viera, Florida 32940-6699
			(407) 631-1911

This publication or portions of this publication can be made available to persons with disabilities in a variety of formats including large print, Braille or audiotape. Telephone or written requests should include your name, address, and telephone number. Requests should be made to Kim Riddle, Exceptional Education Projects, 631-1911 extension 535 at least two (2) weeks prior to the time you need the publication.

6/96

**SCHOOL BOARD OF BREVARD COUNTY**  
2700 Judge Fran Jamieson Way  
Viera, Florida 32940-6699  
Telephone (407) 631-1911

**LOCAL UNION 1010, IBPAT, DISTRICT COUNCIL 78**  
1613 B North Cocoa Boulevard  
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# ARTICLE I

## RECOGNITION

1 01 The School Board of Brevard County (hereinafter Board") hereby recognizes  
Local 1010, International Brotherhood of Painters and Allied Trades AFL CIO  
(hereinafter Union") as the exclusive bargaining representative for all classified  
employees listed in Section 1 02

1 02 Classification Title	Pay Grade
<u>CLERICAL AND RELATED</u>	
Auditory Screening Assistant	17
Clerk Typist	16
Copy Center Clerk	16
Copy Center Specialist	18
Even Start Program Teacher Assistant I <sup>2</sup>	16
Even Start Program Teacher Assistant II <sup>2</sup>	17
Grant Coordinator	27
Educational Interpreter Level 1 <sup>2</sup>	18
Educational Interpreter Level 2 <sup>2</sup>	20
Educational Interpreter Level 3 <sup>2</sup>	22
Hearing Assistant	16
Home Program Specialist <sup>2</sup>	18
Instructional Assistant <sup>2</sup>	18
Instructional Assistant II Magnet School Lab	18
Learning Lab Assistant 1 (Adult Ed )	16
Library Clerk	16
Literary Outreach Teacher Assistant II	17
Mail Services Clerk	16
Mental Health Technician <sup>2</sup>	22
Paramedia Specialist	22
Physical/Occupational Therapist Assistant <sup>2</sup>	30
Preprofessional <sup>2</sup>	17
Receptionist Educational Services Facility	16
School Data Clerk	17
School Office Clerk (Adult Ed )	17
School Office Clerk	17
Secretary	18
Switchboard Operator	16
Teacher Assistant I <sup>2</sup>	16
Teacher Assistant I Infant Day Care /ETP <sup>2</sup>	16
Teacher Assistant I (P E ) <sup>2</sup>	16
Teacher Assistant I Florida First Start/Parent Educator <sup>2</sup>	16
Teacher Assistant I Pre K <sup>2</sup>	16
Teacher Assistant I Exceptional Ed <sup>2</sup>	16
Teacher Assistant I Exceptional Ed Pre School <sup>2</sup>	16
Teacher Assistant I Ex Ed Emotionally Handicapped <sup>2</sup>	16

	<b>Classification Title</b>	<b>Pay Grad</b>
1		
2	Teacher Assistant I Ex Ed Profoundly Handicapped <sup>2</sup>	16
3	Teacher Assistant I Disadvantaged <sup>2</sup>	16
4	Teacher Assistant I Special Assignment <sup>2</sup>	16
5	Teacher Assistant I School Age Child Care <sup>2</sup>	16
6	Teacher Assistant Technology Support <sup>2</sup>	16
7	Teacher Assistant II <sup>2</sup>	17
8	Teacher Assistant II Exceptional Ed <sup>2</sup>	17
9	Teacher Assistant II Infant Day Care/ETP <sup>2</sup>	17
10	Title I Neglected/Delinquent Centers Data Specialist/Instructional Asst II	19
11	Title I Parent Education Assistant II <sup>2</sup>	18
12	Title I Assistant I <sup>2</sup>	16
13	Title I (Migrant) Home School Liason Assistant I <sup>2</sup>	16
14	Title I Instructional Assistant II <sup>2</sup>	18
15	Tutorial Program Specialist	20
16	Vision Screening Specialist	17
17	Word Processing Specialist	18
18		
19	<b><u>CUSTODIAL</u></b>	
20	Custodian	15
21	Head Custodian I	19
22	Head Custodian II	20
23	State Certified Custodian additional 5% to regular hourly rate	
24		
25	<b><u>EQUIPMENT REPAIR AND TECHNICAL</u></b>	
26	Electronics Repairman	23
27	Electronics Technician	25
28	Computer Technician	26
29		
30	<b><u>FINANCE AND ACCOUNTING</u></b>	
31	Accountant	24
32	Accounting Clerk	19
33	Accounting and Investment Specialist	22
34	Chief Accounting Clerk	20
35	Elementary School Bookkeeper	18
36	Middle School Bookkeeper	18
37	Jr High School Bookkeeper	19
38	Senior High Bookkeeper	20
39	Property Records Clerk	17
40		
41	<b><u>FOOD SERVICE</u></b>	
42	Baker <sup>1</sup>	16
43	Cafetena Worker <sup>3</sup>	15
44	Cafetena Cashier <sup>4</sup>	16
45	Cook <sup>1</sup>	16
46		
47		
48		

		<b>Pay Grade</b>
1		
2	<b>Classification Title</b>	
3	<b><u>MAINTENANCE, CONSTRUCTION AND TRADES</u></b>	
4	Air Conditioning/Refrigeration Mechanic	25
5	Asbestos Abatement Technician	27
6	Boiler Mechanic	25
7	Boiler Technician	26
8	Building Safety Inspector	22
9	Cabinetmaker	24
10	Carpenter	23
11	Chiller Mechanic Specialist	26
12	Construction Inspector	28
13	Control Repairman	25
14	Design Draftsman	28
15	Electrician	25
16	Environmental Specialist I	30
17	Expediting Coordinator	28
18	Facilities Maintenance Technician	27
19	Fire Extinguisher Mechanic	21
20	Floor Covering Installer	21
21	General Repairman	19
22	Heavy Equipment Operator	22
23	Light Equipment Operator	17
24	Locksmith	21
25	Maintenance Communicator	19
26	Maintenance Worker	16
27	Mason	21
28	Painter	21
29	Pest Control Mechanic	21
30	Pool Mechanic	22
31	Plumber	24
32	Roofer	22
33	Small Engine Mechanic	20
34	Waste Water Treatment Plant Technician	27
35	Welder	22
36		
37	<b><u>MATERIALS AND DISTRIBUTION</u></b>	
38	Driver/Coner	17
39	Film Repairman/Scheduler	16
40	Microfilm Technician	16
41	Parts Specialist	25
42	Stores Clerk	16
43	Storekeeper	20
44	Surplus Property Clerk	17
45	Tractor Trailer Driver	19
46	Vehicle Parts Inventory Clerk	20
47		
48		

		Pay Grade
1	<b>Classification Title</b>	
2	<b><u>MECHANICAL REPAIR</u></b>	
3	Machinist Mechanic	24
4	Mechanic	23
5	Mechanic Helper	16
6	Paint and Body Mechanic	23
7		
8	<b><u>PRINTING</u></b>	
9	Bindery Technician	18
10	Compositor (Typesetter)	21
11	Graphic Designer	23
12	Key Operator	18
13	Photolithographer	23
14	Printer	22
15	Printer Apprentice	15
16		
17	<b><u>TRANSPORTATION</u></b>	
18	Bus Attendant	16
19	Bus Driver	19
20	Route Specialist/Trainer	21
21	Transportation Accounting Clerk	20
22	Transportation Office Clerk	16

The normal workday for most employees is eight (8) hours. In some cases eight (8) hour personnel work four (4) ten (10) hour workdays. Significant exceptions are noted below.

- (1) The normal workday for this position will not exceed six and one half (6 1/2) hours Maximum in school year 1998-99. The normal workday for this position will not exceed six (6) hours **Standard** in school year 1999-2000.
- (2) For these positions the normal workday is six and one-half (6 1/2) hours or as are dictated by the project.
- (3) The normal workday for this position will not exceed five and one half (5 1/2) hours Maximum in school year 1998-99. The normal workday for this position will not exceed four (4) hours **Maximum** in school year 1999-2000.
- (4) The normal workday for this position will not exceed five and one half (5 1/2) hours Maximum in school year 1998-99. The normal workday for this position will not exceed four (4) hours **Standard** in 1999-2000.

**NOTE** Employees will not be increased to the Maximum rather no employee will have his/her hours reduced below the Maximum for the position as indicated above Employees in positions below the Standard for hours for each position (i.e. six (6) hours for Cooks/Bakers and four (4) hours for cashiers) will be increased to the Standard hours effective with the 1997-98 school year Cafeteria Workers currently at or below four (4) hours will not have their hours increased above four (4) hours

Employees hired on or before June 30, 1972 who have continuous service shall be exempt from a reduction in hours as a result of the implementation of the revised Cafeteria Staffing Plan

Effective July 1, 1997 dual positions in the Cafeteria will be eliminated

Bumping rights into these positions shall require that conditions for employment as set forth in the grant awards be fully met

The description of normal workdays and/or work hours as found herein shall not be construed to limit the Board's authority to schedule employees' workdays and/or work hours so that during the period of time that school is not in regular session in the summer such schedule may reflect four (4) days at ten (10) hours per day rather than five (5) days at eight (8) hours per day for such summer period only. During such summer time employees who normally work less than forty (40) hours per week may have their workweek adjusted pro rata at the Board's discretion. Such schedule adjustment shall not necessitate the requirement of the parties to conduct any further negotiations on the subject. When employees' workdays and work hours are changed to four (4) days per week during the summertime all holidays falling during such time shall be paid at ten (10) hours holiday pay. Employees so scheduled shall be scheduled for breaks as provided in Article 26 of this Agreement provided that for the summer period one (1) of two (2) ten (10) minute paid rest breaks shall be increased to fifteen (15) minutes.

**1.03** As used herein the term "employee" shall refer to all those persons included in the bargaining unit described in Section 1.02 except substitute employees, temporary employees, and persons employed under the Comprehensive Education and Training Act (CETA) and/or programs approved by the Private Industry Council.

**1.031** A regular employee is a person employed a full day full year for a prescribed position. In the absence of any other directive a full day shall be deemed to be eight (8) hours (Section 1.02).

**1.032** A part time employee is a person employed a full year but less than a full day for a prescribed position.

**1.033** A temporary employee is a person employed for an approved position to which he/she is temporarily assigned for a period not to exceed four



(4) calendar months or to replace a regular employee or part time employee on a leave of absence for a period not to exceed four (4) calendar months

**1 034** A substitute employee is a person who replaces a regular part time or temporary employee on a day to-day basis. A person shall not remain a substitute employee after having been assigned to work for more than twenty (20) continuous working days within a prescribed position. In the event the position in which the substitute has been working as described herein becomes vacant, such substitute shall not automatically be entitled to such position and the position shall be subject to the procedures for filling vacant position as otherwise provided in this Agreement. Prescribed position as used herein shall mean the position assignment of a particular individual employee and shall not be construed to broadly apply to all employees within a classification title.

**1 035** Cafeteria employees hired after July 1, 1993, whose normal workday is four (4) hours or less, shall not be eligible for any fringe benefits as provided by the Board. Such benefits shall include medical insurance, life insurance, and the like.

**1 04** A "Lead Worker" category may be created by the Board in any of the classification titles listed in Article 1.02. An employee designated as a "Lead Worker" shall be paid at ten percent (10%) above his/her regular rate for the duration of the lead worker assignment. Such assignments are temporary in nature. The creation of a lead worker category and the selection of an employee to fill any lead worker assignment shall be within the total discretion of the Board. Except as otherwise provided herein, a Lead Worker shall only lead workers within his/her job classification and shall not be assigned supervisory responsibilities. The selection of an employee to fill a Lead Worker assignment shall not be made for the purpose of granting a pay increase to such employee. Employees so assigned shall actually perform necessary job functions including the leading of other employees in his/her job classification. Employees who lead as described herein must perform additional functions and responsibilities of a lead for no less than four (4) other employees in order to receive the pay increase. Lead designations shall be annually submitted in writing by the supervisor for approval to Personnel showing what additional responsibilities and functions will be required. The requirement for the Lead Worker to lead in his/her own job classification may be waived when it is necessary to cross job classifications due to the requirements of the work involved and is shown in the written description of duties.

Bus drivers who are designated temporarily as Leads for the purposes of assisting in other assignments, including CDL training, shall receive an increase of ten percent (10%) of his/her salary for the duration of such temporary assignment.

- 1 1 05 An employee assigned additional hours of work at his/her regular assigned work  
2 site and within his/her job classification shall be paid at his/her regular rate up to  
3 forty (40) hours  
4
- 5 1 06 Employees whose normal work year is less than twelve (12) months and who  
6 apply for summer employment shall be utilized for such employment provided  
7 that in the judgment of the Board the employee is qualified for such employment  
8 and is physically able to perform such work  
9
- 0 \*1 07 This classification is reserved for those Teacher Assistants who are assigned to  
1 work with a specific child in the exceptional education program and such  
2 assignment necessitates the Teacher Assistant and student remaining together  
3 for the duration of the student's school years. Should the Teacher Assistant no  
4 longer have the assignment as shown above the other provisions of the  
5 Collective Bargaining Agreement will control  
6
- 7 1 08 The Board and the Union agree to form a six (6) member committee of equal  
8 representation appointed by the parties for the purpose of reviewing the District's  
9 job descriptions for unit employees. This committee shall review all special  
10 licenses and certifications e.g. Automotive Service Excellence (ASE) etc. for  
11 unit job classifications submitted to it and make recommendations to the Board  
12 and Union Negotiators. If there is a mutually agreed to need for additional  
13 committee members equal numbers shall be appointed by both parties  
14
- 15 1 09 An employee including bus drivers who is assigned by the Board to work a  
16 normal twelve (12) month work year at a Modified Calendar School shall receive  
17 his/her regular wages and other benefits that are provided to other twelve  
18 (12) month employees  
19
- 20 1 10 The Board and the Union agree to form a six (6)-member committee of equal  
21 representation appointed by the parties to study wages and salaries of unit  
22 employees and submit a report to the Union and the Board negotiators. If there  
23 is a mutually agreed to need for additional committee members equal numbers  
24 shall be appointed by both parties  
25  
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37

## 38 ARTICLE 2

### 39 DUES CHECKOFF

- 40
- 41 2 01 The Board will deduct from the pay of each employee from whom it receives  
42 authorization to do so an amount equal to the dues specified in the Union Bylaws.  
43 Such dues deduction shall not be changed more than one time during the fiscal  
44 year. Notice of such change shall be received by the Board no later than sixty (60)  
45 calendar days prior to the payroll date on which such change is to become  
46 effective. Such dues change as provided herein shall only apply to the monthly  
47 uniform amount which is deducted from the employee's check and shall not apply  
48 to any other deductions. In the event that the amount of an employee's check is

- 1 not sufficient to cover the dues deduction such deduction shall be made for both  
2 payroll periods in the next payroll period in which the amount due the employee  
3 is sufficient to cover the dues deduction Existing dues deduction priority shall not  
4 be changed except as mandated by law or by mutual agreement between the  
5 Board and the Union  
6
- 7 **2 02** Said amount shall be deducted per payroll period and remitted to the Union  
8 (including employee names totals and social security numbers) on or before the  
9 tenth day following the last regular payday of each month The amount of each  
10 biweekly deduction shall be equal to one twentieth (1/20) of the applicable  
11 annual dues The amount of each monthly deduction shall be equal to one tenth  
12 (1/10) of the annual applicable dues In addition to the annual dues deduction the  
13 Board shall deduct as additional dues one percent (1%) of the gross wage earned  
14 each payroll period  
15
- 16 **2 03** In each fiscal year deductions for annual dues shall begin on a mutually agreed  
17 upon date in September and end upon a mutually agreed upon date in June to  
18 achieve the purposes of Article 2 02 except the one percent (1%) shall be  
19 deducted for all pay periods  
20
- 21 **2 04** The deductions and employee authorizations of Article 2 01 and 2 02 above shall  
22 remain in full force during the term of the Agreement as specified in Florida  
23 Statutes section 447 303 The Board agrees to provide the Union on a monthly  
24 basis with information as to which employees have revoked dues deduction as  
25 provided herein  
26
- 27 **2 05** The Board will deduct from the pay of each new employee from whom it receives  
28 authorization to do so an initiation fee equal to twenty (20) times the employee s  
29 hourly rate The initiation fee is to be deducted over a four (4) month period at  
30 five (5) times the hourly rate per month and remitted to the local Union on or before  
31 the tenth (10th) day following the pay date  
32
- 33 **2 06** There shall be no charge to the Union for dues deductions and initiation fee  
34 deductions  
35
- 36 **2 07** The Union agrees to hold harmless the Board and all of its agents and employees  
37 against any charges or complaints provided only that the Board has complied  
38 with all of its obligations under this Article  
39
- 40 **2 08** The Board agrees to deduct from the pay of each employee from whom it receives  
41 authorization to do so a uniform amount per payroll period and to remit same to  
42 the Union at the time and in the same manner described in Article 2 02 Such  
43 deduction shall only be used by the Union for contributions to charitable and/or  
44 Union insurance programs designated by the Union  
45
- 46 **2 09** The Board agrees to deduct from the pay of employees who authorize the Board  
47 to do so through procedures described herein for the dues deduction the amount  
48 of ten dollars per school year a political contribution to the Union s Political Action

Committee Such ten dollars (\$10 00) shall be deducted in the amount of fifty cents (\$ 50) per payroll period PAC deductions shall be transmitted to the Union in the same manner as regular dues and may be revoked as provided for dues deduction in this Article Effective July 1 1994 PAC deductions as provided herein shall be remitted to the Union in a separate check

### **ARTICLE 3**

### **RESPONSIBILITY**

**3 01** It is expressly understood and agreed that all functions rights powers or authority of the administration of the school district and of the Board which are not specifically limited by the language of this Agreement are retained by the Board provided, however that no such right shall be exercised so as to violate any other specific provisions of this Agreement

**3 02** The Superintendent or designee shall advise the Union in writing of proposed changes requiring the approval of the School Board in job classifications regulations and policies directly affecting members of the bargaining unit prior to the implementation of the same The Superintendent or designee shall likewise afford the Union an opportunity to submit its views in writing in advance with respect to such changes prior to School Board action

### **ARTICLE 4**

### **NONDISCRIMINATION**

**4 01** The Board agrees that it will not discriminate against any employee with respect to wages hours or conditions of employment by reason of the employee's Union membership or his/her participation in lawful Union activities

### **ARTICLE 5**

### **COMMUNICATIONS**

**5 01** The Board agrees that the Union may place a designated and accessible bulletin board at each school area office compound county office bus and/or maintenance compound 520 warehouse and 520 bus compound This section will not apply to any facility which is temporarily or permanently inoperative An effort shall be made to utilize a location convenient for all employees during their normal work hours Provided that the placement location, size color and other characteristics of such bulletin board shall be by mutual agreement between the Union and the Director of Labor Relations, and provided further that this provision shall not be construed so as to require any expenditure on the part of the Board All unit job openings shall be posted on this bulletin board Such posting on the Union bulletin board shall be the responsibility of the Union No later than September 15 of each year the Union shall provide the supervisor of each work

- 1 location described herein with the name in writing of the bargaining unit member  
2 who has the responsibility for the posting and maintaining of such bulletin board  
3
- 4 5 02 The Board agrees that the Union at its own expense and sole responsibility may  
5 make available to each new employee the following material at the applicable  
6 work location 1) Current Agreement 2) Membership application 3) Dues  
7 deduction card 4) AFL-CIO pamphlet WHY UNIONS 5) Cover letter Cover  
8 letter to be mutually agreed to by the Board and the Union  
9
- 10 5 03 The Board shall provide the Union at no cost with one (1) copy of the materials  
11 relating to all public Board meetings which are generally distributed to the press  
12 at a time after said materials are made available to the Board but no later than  
13 when the materials are distributed to the press for any regular meeting of the  
14 Board  
15
- 16 5 04 The supervisor of each work location and the Director of Labor Relations shall  
17 receive from the Union a copy of any Union material which is generally distributed  
18 to and/or posted for employees The term "generally distributed" as used herein  
19 shall not be construed so as to violate an employee's rights to privacy of his/her  
20 U S Mail  
21
- 22 5 05 Upon the written request of the Union the Board shall provide four (4) times each  
23 year without cost a listing of unit employees by school and/or work location  
24 which shall include their full names social security numbers full home mailing  
25 addresses and job classifications  
26

## 27 **ARTICLE 6**

### 28 **PROMOTIONS**

- 29
- 30
- 31 6 01 The term "promotion" as used in this Article means the advancement of an  
32 employee to a higher rated job classification or the same classification and/or pay  
33 grade with additional hours of work in such classification and/or pay grade within  
34 the bargaining unit  
35
- 36 6 02 All promotional vacancies within the bargaining unit for regular employment will  
37 be posted by the Assistant Superintendent Human Resources Services or  
38 designee on Union and other appropriate bulletin boards (see Article 5 for  
39 locations of such) The notices shall include the job classification rate of pay  
40 work location and the nature of the job requirements Such posting shall be for  
41 a period of not less than five (5) days exclusive of Saturday Sunday and  
42 observed legal holidays A copy of the notice shall also be sent to the business  
43 agent of the Union or designee  
44
- 45 6 03 During the period of posting, employees, except probationary employees who  
46 wish to apply for the open position including employees on layoff may do so The  
47 application shall be in writing and on a standard form furnished by the Board and  
48 such shall be submitted to the Human Resources office or such other location(s)

as may be specified in the notice. In the event an employee applicant for a posted promotional position is denied the opportunity to be interviewed for such position the employee may request the Director of Human Resources/Labor Relations to ascertain the reason(s) such interview was unavailable

**6 04** The Board shall permanently fill such job vacancies from among those persons who have applied who are judged by the Board to be most qualified for the position and from this group the most senior qualified employee if any will fill the vacancy. Nothing contained herein shall be construed to prohibit the Board from filling a vacant position within the same pay grade by administrative transfer with agreement of the employee who is selected for transfer. In the event the Board elects to so fill a vacant position the posting and selection procedures as described herein shall be applied to the vacancy created by such administrative transfer

**6 041** An employee who is on layoff and applies for a posted vacancy shall be offered the position prior to a non-employee provided the employee is the most qualified applicant and has satisfactory evaluations and exemplary attendance as defined in Article 13 07

**6 05** A notice listing those employees who have applied for the position(s) and the employee(s) recommended for such position(s) shall be posted with a copy to all employee applicants and the Union at the worksite having the vacancy within two (2) workdays of the recommendation and be posted for a period of at least ten (10) workdays. The failure of an employee to receive such copy shall not be construed so as to limit the Board's authority to select promotional assignments as provided herein

**6 06** An employee promoted pursuant to the preceding paragraphs who fails to achieve a satisfactory level of performance within thirty (30) calendar days shall have the right to return to the job from which he/she was promoted

**6 07** A promoted employee shall be placed on the salary schedule by vertical movement to the same experience level at which he/she was paid immediately prior to such promotion. Provided this shall not change an employee's entitlement to move to a higher experience column as provided in Article 33. Should an employee be demoted or reclassified to a position in a lower pay grade such employee shall be placed on the Wage and Salary Schedule by using the inverse of the system above

**6 08** Additional hours of custodial work at a school site shall be offered to the existing custodian(s) subject to the following procedures and requirements

(a) Limited to the classification of Custodian as reflected in Article 1 of this Agreement

- (b) Shall apply only to additional allocation(s) received after November 1 each fiscal year for the current fiscal year
- (c) Shall apply only to additional hours of work in excess of four (4) hours
- (d) The amount of additional work time shall be limited to no more than two (2) hours provided that the Board may at its option assign more than two (2) hours
- (e) This provision shall not be construed so as to require the Board to assign any employee to work beyond eight (8) hours in any single work day

## ARTICLE 7

### TRANSFER PROCEDURE

- 7 01 Any employee who has been working at a work location for at least twelve (12) consecutive months or for his/her entire prescribed work year whichever shall be lesser shall have the right to apply for a transfer to another work location with the same job classification
- 7 02 The application shall be in writing and on a standard form furnished by the Board
- 7 03 If a vacancy shall occur within twelve (12) calendar months of application authorized under Section 7 01 the supervisor of the work location with such vacancy shall interview such applicant(s) prior to the posting of such vacancy
- 7 04 In all other circumstances an employee may apply for transfer to another work location with the approval of his/her immediate supervisor
- 7 05 In the selection of employees requesting transfer the Board shall include seniority among the pertinent determinative factors. If the senior employee is not selected the Board shall notify such senior employee in writing

## ARTICLE 8

### UNION RIGHTS

- 8 01 **UNION LEAVE** - Unpaid leave of absence shall be granted by the Board to employees to serve in the Brevard County Division of Local Union 1010 upon written application of such employee(s) at least thirty (30) days prior to the date such leave is to begin. Such leave shall not be for less than one (1) calendar year and shall be renewable for no longer than the duration of this Agreement upon proper reapplication. No more than two (2) employees shall be granted such leave in any one year. The employee(s) shall accrue seniority while on such leave not to exceed two (2) years and shall not be applicable to movement on the wage and salary schedule. At the end of said leave the employee(s) may return to his/

her previous job classification pursuant to Article 10 of this Agreement Except as provided above this section shall not be subject to the provisions of Article 9 01 of this Agreement and provided further that an employee on such leave shall not be eligible for other benefits provided by the Board for regular employees

**8 011** Employees granted leave under 8 01 above shall be allowed to participate in Board approved benefit plans Florida Retirement, and Social Security plans which are available to other unit employees Such participation shall be at no cost to the Board Procedures shall be developed which are mutually acceptable to the Board and the Union Mutual agreement or the lack of same shall not be subject to the grievance procedure of this Agreement

**8 02 LEAVE FOR UNION SERVICE** Leave of absence without pay shall be granted to employee(s) for the purpose of participating in Union activities No more than ten (10) workdays per school year shall be used for such purpose under the following conditions

- 1 No less than one (1) workday may be taken at any one time
- 2 No more than two (2) employees shall be absent from any single worksite at the same time provided the employees are not in the same job classification
- 3 The cost of substitute(s) incurred as a result of such leave shall be at the expense of the Union
- 4 No more than five (5) days notice shall be required for such leave application
- 5 No more than eight (8) days of such leave shall be taken by any one employee during any given school year

**8 03** If activities directly related to this Agreement and mandated by law or this Agreement are conducted during the regular employee workday leave of absence sufficient to conduct such necessary activities shall be granted to the affected employees without loss of pay or accumulated leave If negotiations are conducted during the regular employee workday leave of absence without loss of pay or accumulated leave shall be granted to up to ten (10) members of the Union bargaining team

**8 04 UNION MEETINGS** The Union shall have the right to use school buildings for meetings with members of the bargaining unit provided notice of such meetings shall be submitted to the principal no less than five (5) workdays prior to the date of the requested meeting The use of such building shall be without charge except for additional costs which may be incurred in connection therewith Such additional costs shall be stated on the approved building use permit The Union shall be responsible for any damage which may be incurred in connection with



such usage The use of such facilities hereunder shall also be contingent upon such causing no interference with the instructional matters of the school district and/or employee work assignments

**8 05 DISTRIBUTION OF LITERATURE** - The Union shall have the right to distribute material dealing with Union business to employees at their worksite provided that the following conditions are met

- 1 Union materials shall be designated as Union matter and dated where possible to show date of publication
- 2 Union material shall be delivered to the front office cafeteria and custodial room for distribution by the Union steward
- 3 Concurrently a courtesy copy of such material shall be provided to the principal and sent via courier or U S Mail to the Director of Labor Relations or designee

**8 06** The Union shall be entitled to representation (appointed by the Union) on the following Committees and/or other mutually agreed to Committees

- 1 Personnel Benefits Committee
- 2 School Calendar Committee (Two Representatives)
- 3 Administrative/Classified Inservice Council
- 4 Sick Leave Bank Committee
- 5 Accident Review Committee
- 6 Other committees having bargaining unit employees serve on such shall be appointed by the Union

**8 061** Prior to additional benefits being considered by the Board, the Personnel Benefits Committee shall be involved in the review and/or recommendation process.

**8 07** The supervisor or designee at each work location shall provide the Steward with the names and classifications of new employees within seven (7) workdays of the new employees' employment

## ARTICLE 9

### SENIORITY

**9 01** Seniority for the purpose of this Agreement shall be the length of continuous service within the school system including layoffs [up to twelve (12) months], and approved leaves of absence Unless otherwise expressly stated seniority shall be applicable to employees

## ARTICLE 10

### LAYOFFS

**10 01** Except as otherwise provided herein if it is necessary to reduce the number of employees or the number of hours to be worked the most junior employee within the affected classification at the affected location shall be the first laid off or reduced provided the remaining employees are able and qualified to perform available work When employees are to be recalled the first to be recalled shall be those last laid off within the preceding twelve (12) month period For the purposes of this Article layoffs and/or bumping shall utilize the following procedures

**10 011** Bumping shall take place within the job classification first within the affected work location secondly within the relevant administrative areas (i.e. North Central and South) thirdly the affected employee shall then have the right to bump the most junior employee in the county between any geographic areas Provided that countywide bumping between geographic areas as described herein shall be limited to those employees who are regularly assigned to work in the countywide department of maintenance and who because of the nature of their jobs may normally be expected to be assigned to work at any location in the county on any given workday Maintenance employees who shall not be allowed to exercise this countywide bumping right include but are not limited to clerical and custodial employees Should the Board determine to relocate its administrative office (s) employees assigned to work in such office at the time of the relocation shall be entitled to be transferred using seniority within their job classification up to the number of employees determined by the Board to be necessary at the new work location Employees who are not transferred shall then have the right to exercise bumping rights within the relevant administrative area

**10 012** An employee who is within twenty four (24) calendar months of fulfilling the legal length of service requirement necessary for vesting retirement rights in the Florida Retirement System and who is not otherwise entitled to countywide bumping rights may at his/her option be provided the opportunity for such countywide bumping rights An employee holding more than one (1) position shall establish seniority in each position independently provided his/her bumping rights shall be limited to the primary position

**10 013** An employee who is promoted or transferred to another job classification within the bargaining unit and thereafter is affected by layoff or reduction in hours of work may exercise his/her seniority for bumping purposes in the job classification held immediately prior to such transfer or promotion as a regular employee In the event an employee is selected by the Board for involuntary transfer to another classification within the bargaining unit

1 and thereafter is affected by layoff he/she may exercise his/her seniority  
2 for bumping purposes sequentially to the two (2) job classifications held  
3 immediately prior to such involuntary transfer. Provided this section shall  
4 not be construed so as to entitle any employee to recall right prescribed  
5 in Section 10 01 to the job classification into which he/she had been  
6 originally promoted or transferred

7  
8 **10 014** A list of employees on layoff shall be made available to all worksites  
9 Such employees shall be offered the opportunity to substitute in their  
10 laid off classification before other or non employees are utilized. If  
11 utilized such employees shall receive the substitute rate of pay

12  
13 **10 02** Subject to the preceding paragraphs a bumping procedure shall be utilized to  
14 layoff in succession the most junior employees provided the remaining employ  
15 ees are able and qualified to perform the work remaining. In the event the Board  
16 effectuates the bumping procedure as described herein and as a result of such  
17 procedure an employee bumps into a position which he/she had bumping rights  
18 and the employee refuses to accept the assignment the Board may dismiss the  
19 employee for refusal to accept the assignment. The right to waive bumping rights  
20 and accept layoff shall be limited to those layoff situations where a reduction of  
21 hours is effectuated and shall not apply to an employee who suffers layoff as a  
22 result of the Board reducing the number of employees

23  
24 **10 021** Effective July 1 1997 no bumping will result from the changes in hours  
25 and/or the elimination of dual positions in the cafeterias. Beginning with  
26 the school year 1999 2000 bumping will be based on the **Standard**  
27 hours of six (6) hours for Cooks/Bakers four (4) hours for Cashiers.  
28 Bumping for Cafeteria Workers will be based on a **Maximum** of four (4)  
29 hours

30  
31 **10 03** Employees to be laid off will have at least fifteen (15) calendar days notice of  
32 layoff. The Union shall receive a list of employees to be laid off on the same date  
33 the notices are issued to the employees

34  
35 **10 04** For the purposes of this Article and Article 6 (Promotions) a seniority list shall be  
36 provided to the Union within sixty (60) days of this Agreement's effective date and  
37 quarterly thereafter

38  
39 **10 05** The employment of persons under the programs approved by the Private Industry  
40 Council (PIC) shall not cause the displacement or cutback of employees in  
41 affected job classifications. In the event of any cutbacks in work opportunities or  
42 layoffs employees paid under PIC in the affected job classification shall be  
43 displaced before any other employees in such classifications

44  
45 **10 06** The Board agrees to reopen negotiations on the impact that the Modified School  
46 Calendar operations may have on employees prior to further implementation

47  
48

10 07 Employees who have been reassigned to another work location due to the closing of their school shall have the right to return to that location if the Board reopens such school within a twelve (12) calendar month period following the relocation of the affected employees

## ARTICLE 11

### TERMINATION OF EMPLOYMENT

11 01 An employee who has completed ninety (90) calendar days of continuous service shall not thereafter be discharged except for just cause. Extensions to this period for no more than sixty (60) calendar days may be granted by mutual written consent of the Board and the employee. An employee on a paid leave of absence shall be deemed to be in continuous service. Employees who have not completed such period of employment may be discharged without recourse and shall not be subject to Article 12 herein nor otherwise challengeable under any other provisions of this Agreement.

11 02 An employee whose employment with the Board is terminated (other than layoff) and thereafter is reemployed by the Board in the same job classification that he/she held immediately prior to termination shall be placed at the beginning level of his/her pay grade upon such reemployment. Provided that this provision may apply at the Board's discretion to such employees whose reemployment date falls within the six (6) calendar months immediately following the date of termination as provided herein.

11 03 The term "just cause" as used herein shall include but not be limited to the following reasons. It is agreed that an employee whom the Board determines to have committed any of the acts listed below shall be cause for immediate termination. This paragraph shall not be construed so as to require the Board to terminate an employee when it is determined by the Board that other disciplinary action may be more appropriate.

11 031 Selling, using, being under the influence of, or in possession of narcotics, intoxicants, drugs, or hallucinatory agents during working hours or reporting for work in such conditions.

11 0311 The Board agrees to provide new employees with information regarding the district Employee Assistance Program.

11 032 Defacing, destroying, or otherwise doing harm to Board property. Provided that the terms "defacing," "destroying," and/or "harming" as used herein shall not be construed to mean actions of an employee which are considered part of his/her normal work responsibilities nor any damages resulting therefrom.

11 033 Stealing dishonesty misconduct or willful neglect of duty

11 034 **CORRECTIVE MEASURES**

Discipline shall be corrective and progressive in nature and shall be given as soon as possible in relationship to the event giving rise to such action, but in no case more than seven (7) working days after the investigation is complete. Employees who are terminated for reasons other than the types of reasons described above shall be provided with the sequence of corrective measures as provided below:

- (a) First offense: oral warning. No less than one (1) oral warning shall be required provided that additional oral warnings may be used at the Board's discretion. Oral warnings shall be reduced to writing and placed in the employee's file and signed by the employee as an acknowledgment of receipt.
- (b) Second offense: written warning and/or written reprimand if within ten (10) calendar months of first offense.
- (c) Third offense: suspension by the Superintendent without pay for no more than three (3) days.
- (d) Fourth offense: termination. The Board may at its option as a measure alternative to termination return the employee to probation for a specified period of time in writing. It is the intent of the parties that such return to probation is for the purpose of stimulating the employee to improve his/her actions. An employee so returned shall suffer no loss of pay by reason of being returned to probationary status.

Corrective measures taken under (a) and (b) above shall be taken for sufficient reason(s) and such actions shall not be subject to the arbitration step of the grievance procedure of this Agreement. In the event that an employee is not terminated within fourteen (14) calendar months after either (a), (b), or (c) above, a notice will be placed in the employee's file stating that termination was not necessary for the infractions giving rise to the actions of (a), (b), or (c).

The term "offense" as used herein shall not be construed so as to necessarily mean the same offense and may be applied to any act of the employee whether or not of the same type.

In actions of either (a), (b) or (c) above, the immediate supervisor of the affected employee shall schedule a meeting with the employee in order to discuss the action(s) above.

- 1           **11 035**   The written actions in 11 034 above shall have as part of their content  
2           the briefly stated reasons for the discipline  
3  
4

## 5                               **ARTICLE 12**

### 6                               **GRIEVANCE PROCEDURE**

- 7  
8  
9   **12 01**   A grievance shall mean a complaint that there has been an alleged violation  
10           misinterpretation or misapplication of any provisions of this Agreement  
11

- 12   **12 02**   All employees and the Union shall have the right to present grievances in  
13           accordance with the following procedures  
14

- 15           **12 021**   Failure of the grievant to act on any grievance within the prescribed time  
16                       limits will act as a bar to any further appeal and an administrator's failure  
17                       to act within the time limits shall automatically appeal the grievance  
18                       through Step III of the procedure. The time limits, however, may be  
19                       extended by mutual agreement in writing  
20

- 21           **12 022**   An investigation or handling or processing of any grievance shall be  
22                       conducted so as not to interfere with the instructional program and with  
23                       as little disruption of the employee's and/or the steward's work activity  
24                       as possible  
25

- 26           **12 023**   Step I and Step II grievance meetings may be scheduled during the  
27                       employee's work hours when practicable. If a grievance meeting shall  
28                       be convened by the administrator during an employee's working hours,  
29                       the employee shall suffer no loss of pay thereby  
30

- 31           **12 024**   A Union steward and/or Union representative shall have the right to be  
32                       present at all meetings under this procedure. The Union steward and/  
33                       or Union representative shall suffer no loss of pay due to such  
34                       attendance  
35

- 36           **12 025**   No reprisals of any kind shall be taken against any participant in the  
37                       grievance procedure by reason of such participation  
38

- 39   **12 03**   The following steps are to be followed in the handling of all grievances  
40

41           **12 031   Step I (Informal)**

42           The employee and, if the employee desires a Union steward, shall first  
43           meet informally with his/her supervisor in an effort to resolve the  
44           grievance. In the event that the grievant's supervisor is not the  
45           designated grievance administrator for the employee, the designated  
46           grievance administrator shall have the immediate supervisor present at  
47           this meeting  
48

**12 032 Step II (Formal)**

If not satisfied with the resolution of the grievance at Step I the grievant may submit the completed grievance form to the grievance administrator. The completed grievance form shall state the nature of the grievance, shall note the specific clause(s) of the Agreement affected, and the remedy requested. The filing of the grievance at Step II must be within sixteen (16) working days of the event giving rise to the grievance. Within five (5) working days of receipt of the Step II filing, the grievance administrator, the grievant and the Union steward shall meet in an effort to resolve the dispute. The grievant and the grievance administrator may mutually agree to waive the necessity to conduct the Step II meeting and allow the grievance to proceed to Step III. The grievance administrator shall submit his/her written decision to the grievant with a copy to the Union within seven (7) working days of the Step II meeting or if no Step II meeting is held within five (5) working days of the execution of the waiver as described herein.

**12 033 Step III (Formal)**

Within seven (7) days of the receipt of the Step II decision or the execution of the Step II waiver, the grievant, if not satisfied with the resolution of the grievance at Step II, may submit the complete grievance form to the Superintendent or designee. Within seven (7) days of the Step III filing, the Superintendent or designee shall meet with the grievant and Union representative in an effort to resolve the grievance. The grievant may be accompanied by a Union representative. The Superintendent or designee shall submit his/her written decision to the employee with a copy to the Union within seven (7) workdays of the Step III meeting.

**12 034 Step IV (Formal)**

Within sixteen (16) calendar days of the Step III decision, the Union may, by mutual agreement of the Board, submit any grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS). If so submitted, the time limit for filing for arbitration shall automatically be extended by ten (10) calendar days from the date mediation is concluded.

**12 035 Step V (Formal)**

Within sixteen (16) workdays of the receipt of the Step III response, the Union, if not satisfied with the resolution of the grievance, may submit to the American Arbitration Association a written demand for arbitration with a copy to the Superintendent or designee. Such notification shall be postmarked and/or received in the office of Labor Relations within the timeline as provided herein. The parties agree to subscribe to the then prevailing practices of the American Arbitration Association with respect to providing a panel of arbitrators and the selection thereof and regarding the conducting of the hearing. The arbitrator's authority shall be limited to deciding only the issue or issues presented to him/her by

the Board and the Union and his/her decision must be based upon his/her interpretation of the meaning or application of the relevant language of this Agreement. Expenses for the arbitrator's services shall be borne equally by the Board and the Union. The arbitrator's decision shall be final and binding upon both the Board and the Union.

**12 04** Unless otherwise provided, as used herein, days or "working days" shall mean days on which the Board's business office shall be open.

**12 05** The right to proceed to the arbitration step of this procedure shall be limited to the Union.

**12 06** Except by mutual agreement between the Board and the Union to the contrary, the filing of a grievance up to and including Step III shall be limited to one (1) specific provision of the Agreement per filing. The Union retains the right to present to an arbitrator all provisions of the Agreement alleged to have been violated.

## ARTICLE 13

### LEAVE WITH PAY

**13 01 SICK LEAVE** Each employee shall be credited with four (4) days of sick leave at the end of the first month of employment of each normal contract year. Thereafter, he/she shall be credited with one (1) day of sick leave for each month of employment. In the event an employee is employed for less than four (4) months during a work year, the four (4) days shall be prorated. An employee who is assigned to normally work less than forty (40) hours per week shall only be credited with his/her pro rata share of sick leave as provided herein. No employee may earn during any fiscal year more than a total of one (1) day of sick leave for each complete month of employment. Except as provided herein, sick leave shall only be used up to the maximum amount earned. The Board shall credit employees with earned sick leave at the beginning of each payroll period, not to exceed two (2) payrolls per month. Sick leave may be used for either personal illness (including illnesses or disablement related to or disablement due to the birth of a child, provided the matters prescribed within these parentheses shall not be applicable to any employee on maternity leave) or illness or death of a child, spouse, parent, brother, sister, grandparent, grandchild, aunt, uncle, niece, nephew, child's spouse, father-in-law, mother-in-law, sister-in-law, brother-in-law, or a person residing in the same household as the employee.

In the event an employee terminates his/her employment and has not accrued the four (4) days of sick leave available to him/her, the Board shall withhold from the employee's pay the average daily amount for sick leave used but unearned.

Sick leave days shall be used for absences during the regularly scheduled workday to the extent of the total number of days the employee has accumulated.



from year to year Pay for each day of sick leave utilized shall be calculated at the employee's straight time hourly rate Sick leave pay shall be applicable to regularly scheduled workdays only As used herein day shall mean the normal workday of the employee

In the event an employee has exhausted all his/her sick leave and he/she shall qualify for additional sick leave use he/she shall be allowed to use his/her accrued vacation leave in lieu of sick leave provided that the use of such accrued sick leave must be for the same purpose(s) as are authorized for use of regularly accrued sick leave

**13 011** Employees who are selected for summer work in their same job classification shall be able to accrue and use sick leave during such summer assignment

**13 02 PERSONAL LEAVE** - Except as otherwise provided herein an employee shall be granted up to six (6) days of accumulated sick leave from the employee's personal sick leave balance each fiscal year for personal reasons as provided herein

**13 021** Written application for such leave shall be submitted to the supervisor except in an emergency no less than two (2) workdays prior to the beginning of such leave

**13 022** Each application for such leave shall reflect as the reason for the leave request the following disclaimer ***The purpose for which this leave is taken is not a violation of the provisions of the Collective Bargaining Agreement***

**13 023** Personal leave shall not accumulate from year to year

**13 024** Personal leave shall be granted subject to the following conditions

**13 0241** The length of such leave shall be for no less than one half (1/2) of the employee's assigned workday unless otherwise allowed by the supervisor

**13 0242** No more than eight percent (8%) or one (1) whichever is greater of employees at any given worksite shall be absent on such leave at any given time provided such limitation shall be waived by the Board at its discretion without precedent The term "worksite" as used herein shall mean the cost center to which the employee is assigned for payroll purposes

**13 0243** Such leave shall not be granted under any of the following conditions

(a) activities which could result in taxable income to the employee

(b) to attend to Union (including any other employee organization which has represented or sought to represent public employees in collective bargaining) associated business

(c) any form of work stoppage

### **13 03 INJURY OR ILLNESS IN-LINE-OF-DUTY LEAVE**

An employee shall be entitled to injury or illness in line-of duty leave when it is necessary that he/she be absent from his/her duties because of illness from any contagious or infectious disease contracted in school work or personal injury received in the proper discharge of his/her duties. The term injury as used herein shall be defined as the result of an event which causes the employee to suffer an initial injury or a reinjury or reaggravation of an injury from which the employee had previously been granted injury in line of-duty leave. The term event as used herein shall mean an unforeseen unexpected or sudden happening, the nature of which is such that the injury sustained can logically be expected to result. No deduction shall be made from sick leave for these absences. Such leave shall not exceed ten (10) days in any one fiscal year. When regular sick leave is used for line-of-duty illness or injury the sick leave used shall be reinstated based on the pro rata value of the worker's compensation benefits received divided by the employee's regular daily rate of pay. Such leave shall be noncumulative. While on injury or illness in-line-of-duty leave an employee shall accrue vacation, seniority and sick leave and shall suffer no loss of insurance benefits subject to Article 14 05 provided any worker's compensation payments for such period shall be deducted from any salary payments. The completion of the fiscal year shall not bar an otherwise qualified employee from receiving his/her balance of unused injury or illness in line-of-duty leave.

### **13 04 JURY DUTY OR DUTY AS A RESULT OF A SUBPOENA**

If an employee is called for jury duty or is otherwise subpoenaed except for any action in which he/she or the Union is a party the proper leave application shall be submitted. An employee shall receive his/her regular salary calculated at the employee's straight time. This language shall apply to summons or subpoena received by an employee's dependent minor when the circumstances make it necessary for the employee to accompany his/her minor dependent to the court proceedings.

### **13 05 PROFESSIONAL LEAVE**

Professional leave of absence not to exceed thirty (30) calendar days may be granted to employees provided regular employees with at least one (1) full year of employment may be granted professional leave up to one (1) calendar year.

Professional leave with pay may be granted when the experience shall be deemed to be of substantial benefit to the Board and shall have direct and immediate application to the current role of the employee. Such leave may include meetings of professional organizations and such paid leave shall not be charged against accumulated earned leave.

1 Employees who are required by the Board to receive specialized training as a  
2 condition of continued employment shall not suffer a loss of pay or accumulated  
3 leave as a result of time spent receiving such specialized training. Specialized  
4 training as used herein shall be requirements which are applied by the Board  
5 subsequent to employment of the employee and are necessary for the employee  
6 to continue to meet the job requirements of the position  
7

#### 8 **13 06 SICK LEAVE BANK**

9 The Board agrees to establish a Sick Leave Bank for employees. A committee  
10 of six (6) employees shall be appointed by the Superintendent for the purposes  
11 of developing recommendations to the Superintendent regarding guidelines  
12 procedures and rules for such bank. The Union President shall be invited to  
13 submit the names of two (2) employees who shall be appointed to the committee.  
14 Employees as used herein shall not be construed to mean only bargaining unit  
15 members  
16

#### 17 **13 07 SICK LEAVE BUY BACK**

18 The Board shall provide an employee with the option of an annual payment for  
19 sick leave days accumulated during the school year provided such payment is  
20 subject to the employee's exemplary attendance for the normal work year as  
21 reflected in the district's payroll records. An employee who is absent for more  
22 than five (5) workdays during the normal work year shall not be eligible for annual  
23 payment as provided herein. Provided that absences of approved professional  
24 leave, line-of-duty leave, jury duty leave, or vacation leave shall not adversely  
25 affect such record of exemplary attendance. Any other absences from duty shall  
26 act as a bar to the benefit provided in this paragraph. Payment for such exemplary  
27 attendance shall be calculated at eighty percent (80%) of the affected employee's  
28 normal daily rate times ten (10) days. Days for which such payment is received  
29 shall be deducted from the accumulated sick leave balance. Payment as  
30 provided herein shall be included in the affected employee's first regular  
31 paycheck of the following regular work year. Employees whose normal work year  
32 is less than twelve (12) months shall receive payment no later than the first normal  
33 biweekly payroll in July following the end of their normal work year  
34  
35

## 36 **ARTICLE 14**

### 37 **LEAVE WITHOUT PAY**

#### 38 **14 01 LEAVE OF ABSENCE**

39  
40  
41 Leave without pay may be granted to employees. Application for such leave shall  
42 be submitted in writing on a form to be supplied by the Board with the reasons  
43 therefor to the principal or department head. Such reasons may include  
44 experience which shall provide professional benefit or advancement for the  
45 employee and for incidental benefit to the school system or official Union  
46 business. All such leave will be subject to final approval by the Board  
47  
48

**14 02 MATERNITY LEAVE**

An employee shall be granted maternity leave without pay as provided below

**14 021** An application for leave accompanied by a written statement from a licensed medical physician verifying the pregnancy and setting forth the estimated date of confinement shall be submitted to the supervisor no later than five (5) calendar weeks prior to estimated date of confinement if the employee plans to take maternity leave

**14 022** Such leave if taken shall commence on a date prior to the final estimated date of delivery of the child such to be determined by the employee

**14 023** The length of such leave shall be no longer than the balance of the fiscal year in which the leave began Provided that in instances where the circumstances necessitate an extension of maternity leave beyond a fiscal year the length of the original leave combined with the extension shall be a total of no more than twelve (12) calendar months

**14 024** Upon return from maternity leave the employee shall furnish a certification by her physician that she is medically able to perform her duties This statement and all others furnished by the employee's physician shall be provided at the sole expense of the employee

**14 025** An employee who has been granted maternity leave may apply for an extension of such leave for child rearing Upon approval such extension shall begin immediately following the expiration of maternity leave and be for a period of time not to exceed a total of twelve (12) calendar months

**14 026** An employee who has fathered a child may apply for child rearing leave for a period not to exceed the balance of the school year in which the child is born and upon proper reapplication one (1) succeeding school year Such leave shall be considered personal leave without pay

**14 03 MILITARY LEAVE**

Military leave shall be granted without pay to employees who are required to serve in the armed forces of the United States or in this state in fulfillment of obligations incurred under selective service laws or because of membership in reserves of the armed forces or National Guard and may be granted at the discretion of the Board without pay to any employee volunteering for military duty Employees granted such leave for military service shall, upon completion of the tour of duty be returned to employment without prejudice provided application for reemployment is filed within six (6) months following the date of discharge or release from active military duty and provided further that the Board shall have a reasonable time not to exceed six (6) months to reassign the employee to duty in the school system

1           **14 031**   Military leave for employees with fewer than twelve (12) months of  
2                   employment shall not be granted unless the military certifies that special  
3                   training is needed to maintain status and is not available during summer  
4                   vacations

5  
6                   Employees with twelve (12) month employment status may be granted  
7                   military leave during the employment period

8  
9                   Military leave shall be granted up to a maximum of seventeen (17) days  
10                  in any fiscal year without loss of time, pay or efficiency rating  
11                  Leave request and copy of the military order, if possible shall be  
12                  received by the Board sixty (60) days in advance of the beginning of the  
13                  date of leave

14           **14 04 EXTENDED ILLNESS**

15                   An employee who shall exhaust all accumulated sick leave but who shall continue  
16                   to be sick or disabled and unable to return to employment shall be granted upon  
17                   application in writing to the Superintendent or designee a leave of absence without  
18                   pay for a portion of or the balance of the school year. Provided that when the  
19                   employee's physician does not release the employee without restriction on the  
20                   indicated return date the employee shall be entitled to one (1) additional leave for  
21                   a portion of or the balance of the school year. In instances where the employee's  
22                   illness is prolonged and continuous such application shall be transmitted not later  
23                   than ten (10) working days following the exhaustion of sick leave provided that the  
24                   Board may waive the ten (10) day requirement when conditions surrounding the  
25                   illness do not permit the application for said leave. In all other instances where sick  
26                   leave is exhausted the application for said leave shall be transmitted within two (2)  
27                   working days after the affected employee returns to work

28  
29  
30                   The Board shall continue to grant full insurance benefits to such employees for a  
31                   period of sixty (60) calendar days provided that an additional twenty five (25)  
32                   calendar days be granted to such employees who are disabled because of injuries  
33                   received while in the performance of work assigned by the Board

34  
35                   If such employee shall continue to be sick or disabled, he/she may apply for one  
36                   (1) additional year of leave without pay by filing a request for the same in writing to  
37                   the Superintendent or designee no later than April 1

38  
39           **14 05 CONTINUATION OF BENEFITS**

40                   An employee who shall be granted unpaid leave of absence shall during the period  
41                   of such leave accrue no other benefits (except seniority where applicable) and with  
42                   the approval of the insurance carrier such employee may continue benefits by  
43                   paying all of the required premiums on a timely basis as prescribed by the Board.  
44                   An employee on unpaid leave due to illness or injury shall receive holiday pay for  
45                   any holiday prescribed under Article 16 of this Agreement if such holiday occurs  
46                   during the first thirty (30) calendar days of the unpaid leave provided that in no  
47                   instance shall such holiday pay be granted for more than two (2) such holidays  
48

#### **14 06 REEMPLOYMENT RIGHTS**

At the expiration of approved unpaid leave or an approved paid leave the employee shall have the right to return to employment with the Board in the same job classification or a job of equal compensation provided that the employee has fulfilled the conditions of the leave. An employee granted unpaid leave for an injury received while in the performance of his/her duties as assigned by the Board shall have the right to return to employment with the Board in the same job classification at the same work location or if the position has been eliminated a job of equal compensation provided that the employee is physically able to perform the work. Upon request of the Union Representative the Director of Labor Relations will consider a request to return to work on light duty status and issue a decision on the request.

### **ARTICLE 15**

#### **VACATIONS**

**15 01** Employees shall be entitled to vacation time during which they shall be paid their regular straight time hourly rate times the number of hours in their normal workday

**15 02** Such employees shall be entitled to vacation time according to the following schedule

**15 021** Continuous service of not more than five (5) years one day for each full month of employment not to exceed twelve (12) days

**15 022** Continuous service of at least five (5) full years and not more than ten (10) years one and one quarter (1 1/4) days for each full month of employment not to exceed fifteen (15) days

**15 023** Continuous service of at least ten (10) full years one and one-half (1 1/2) days for each full month of employment not to exceed eighteen (18) full days

**15 024** For purposes of determining years of continuous service under Sections 15 022 and 15 023 the anniversary date of regular employment shall be used to compute full years of service

**15 025** As of January 1 of each year all accrued vacation in excess of forty (40) days shall be deducted from the employee's accrued vacation leave balance. Provided that prior to such deduction properly requested vacation leave shall not be unreasonably denied. Failure of an employee to apply for vacation leave shall result in loss of all vacation in excess of forty (40) days as otherwise provided herein

**15 026** Terminal pay of earned vacation shall be limited to thirty five (35) days

1 15 03 Continuous service shall not be deemed interrupted by granting of leave with or  
2 without pay or layoff of not more than twelve (12) months but the period of time  
3 on leave without pay or layoff shall not be counted in computing the amount of  
4 service which makes an employee eligible for vacation time Continuous service  
5 shall be deemed terminated by discharge resignation or layoff in excess of  
6 twelve (12) successive months Continuous service shall not include employ  
7 ment as a substitute or temporary employee  
8

9 15 04 Vacation will be scheduled by the building principal or department head When  
10 practicable vacation preference shall be honored in accordance with the  
11 seniority of affected employees provided the needs of the school district shall at  
12 all times remain paramount Where feasible continuous vacation periods shall  
13 be allowed Vacation time unused any single year may be accumulated up to  
14 forty (40) days In the event an employee uses his/her vacation for sick leave  
15 purposes as provided in Article 13 01 he/she shall notify his/her immediate  
16 supervisor of such use or intent to use as soon as circumstances may reasonably  
17 permit This shall not be construed so as to relieve the employee of the obligation  
18 to provide the Board with prior notice of absenteeism Request for vacation shall  
19 be submitted on a form provided by the Board for that purpose The date of such  
20 submission shall be such so as to give the Board reasonable advance notice of  
21 the employee's desire to be absent  
22

23 15 05 This Article shall not apply to bus attendants pre professionals paramedia  
24 specialists, Title I Assistant home program specialists cooks bus drivers  
25 Teacher Assistant I, Teacher Assistant II tutonal program specialists bakers  
26 cafetena workers and any other Type "N" employees  
27

28 15 06 The Board and Union agree to form a committee of equal representation  
29 appointed by the parties to study issues related to the accrual of vacation leave  
30  
31

## 32 ARTICLE 16

### 33 HOLIDAYS

34  
35  
36 16 01 All employees shall receive their normal scheduled pay rate for the following  
37 holidays Independence Day Labor Day Thanksgiving Day the day following  
38 Thanksgiving Day the day preceding Christmas Day, Christmas Day, the day  
39 following Christmas Day New Year's Day, Martin Luther King Jr Day Memorial  
40 Day and April 2 1999  
41

- 42 16 011 An employee shall qualify for holiday pay subject to the following  
43 conditions  
44 a The holiday occurs during the employee's prescribed work  
45 year  
46 b An employee who is suspended without pay and such  
47 suspension covers a paid holiday shall not receive holiday  
48 pay for such date

- c Employees whose work year does not include the paid Memorial Day holiday shall have their work year extended by one day with the last day designated as a paid holiday

16 02 If a holiday listed above shall fall on a Saturday or Sunday an alternate date for observance of the same shall be designated by the Superintendent provided such shall be within five (5) calendar days of the actual holiday

16 03 An employee who is not regularly assigned to work on a scheduled payday shall be paid on his/her last regularly scheduled workday immediately preceding the scheduled payday. Provided that this section shall not apply should such last regularly scheduled workday fall more than one (1) workday prior to the scheduled payday

## ARTICLE 17

### TERMINAL PAY

17 01 A person employed by the Board the previous fiscal year shall receive terminal pay at the time of normal retirement or payment made to the beneficiary, if service is terminated by death, upon authorization of the Board. However such terminal pay shall not exceed an amount as shown below:

17 011 During the first three (3) years of service the daily rate of pay multiplied by thirty five percent (35%) times the number of days of accumulated sick leave

17 012 During the next three (3) years of service the daily rate of pay multiplied by forty percent (40%) times the number of days of accumulated sick leave

17 013 During the next three (3) years of service the daily rate of pay multiplied by forty five percent (45%) times the number of days of accumulated sick leave

17 014 During the next three (3) years of service the daily rate of pay multiplied by fifty percent (50%) times the number of days of accumulated sick leave

17 015 During and after the thirteenth (13th) year of distinct service the daily rate of pay multiplied by one hundred percent (100%) times the number of days of accumulated sick leave

17 016 Payment for terminal pay as described above will be paid sixty (60) days after the date of normal retirement



1 17 02 All accrued vacation pay shall be paid at the time of termination for whatever  
2 cause including layoffs, provided that such payment shall be limited to thirty five  
3 (35) days of accrued vacation leave Except as provided in Article 15 025 of this  
4 Agreement employees recalled from layoff within the first six (6) successive  
5 months shall be credited with all accrued vacation leave not paid for at time of  
6 layoff  
7

8 17 03 In the event the Superintendent should decide to offer a Retirement Incentive  
9 Program to employees there shall be formed a distinct committee for the purpose  
10 of developing a report to the Superintendent regarding a District Retirement  
11 Incentive Plan The composition of such committee shall be Three (3) appointed  
12 by the Brevard Federation of Teachers three (3) appointed by Local 1010 three  
13 (3) administrators appointed by the Superintendent and three (3) other non unit  
14 classified employees appointed by the Superintendent  
15

## 16 **ARTICLE 18**

### 17 **PENSION FUND**

18  
19 18 01 The Board shall contribute to the Florida Retirement System for the  
20 benefit of each employee all monies as shall be required by law  
21

## 22 **ARTICLE 19**

### 23 **LIFE INSURANCE**

24  
25 19 01 The Board shall provide to each employee without cost to the employee, group  
26 term life insurance in an amount equal to the annual salary of the employee as  
27 reflected in the salary schedule of this Agreement Such amount to be computed  
28 to the nearest one thousand dollars (\$1,000) Each employee may at his/her  
29 own cost, purchase a maximum amount equal to four (4) times his/her salary by  
30 giving written authorization for payroll deductions thereof as prescribed by the  
31 Board The amount that such insurance coverage can be increased in any one  
32 insurance year shall be limited to one (1) time the annual salary of the employee  
33  
34  
35  
36  
37

## 38 **ARTICLE 20**

### 39 **HOSPITAL AND MEDICAL INSURANCE**

40  
41 20 01 The parties agree that hospital and medical benefits and options shall be made  
42 available for employees to select under the distinct flexible compensation plan A  
43 document containing information on insurance and other benefits shall be  
44 distributed to the employees no later than three (3) weeks prior to the re-enrollment  
45 deadline Specific rates are shown for informational purposes in the Appendix of  
46 this Agreement Effective January 1 1999 the Board agrees to contribute to the  
47  
48

1 district flexible compensation plan \$223 00 to the Health Maintenance Organiza  
2 tion (HMO) option or \$239 00 per month for employees electing the Preferred  
3 Provider Organization (PPO) option Effective January 1 1999 an employee who  
4 exercises his/her option to opt out of the district flexible compensation plan shall  
5 receive the amount of \$657 00 (\$54 75 per month) In addition the Board shall  
6 provide the following benefits

7  
8 1 A vision insurance plan which covers each individual employee at no  
9 cost to the employee Such plan shall include the option of dependent  
10 coverage which each employee may choose to take as part of his/her  
11 flex dollar expenditure

12  
13 2 Dental insurance option(s) which each employee may choose to take  
14 as part of his/her flex dollar expenditure Such plan shall include both  
15 single and dependent coverage

16  
17 3 The Union shall be invited to submit to the Board written recommenda  
18 tions as to the content of bid specifications for the district hospitaliza  
19 tion/medical options and benefit plan as provided herein The Union  
20 shall be provided a copy of such final bid specifications prior to such  
21 being recommended to the School Board for approval

22  
23 20 02 The Board shall continue to provide employees at the time of normal  
24 retirement the option of participation in the Board's medical insurance  
25 program which is provided for regular employees of the Board

## 26 27 28 **ARTICLE 21**

### 29 30 **SAFETY AND HEALTH PROVISIONS**

31  
32 21 01 Any employee who is required to undergo a medical examination as a condition  
33 of continued employment shall at the Board's expense and on his/her own time  
34 promptly submit himself/herself for an examination by a licensed physician of the  
35 Board's own choice Upon failure to comply with such a request within a  
36 reasonable time, the employee may be terminated or otherwise disciplined

37  
38 21 02 Safety complaints of hazardous conditions shall be promptly reported by the  
39 employee to his/her immediate supervisor and promptly thereafter to the job  
40 steward

41  
42 21 03 The Board and the Union shall establish safety and loss control committees at  
43 each school and ancillary facility with more than fifteen (15) employees and on  
44 a district wide level These committees shall review all alleged safety complaints  
45 and/or hazardous conditions brought before them Each committee shall allow  
46 representation by the Union and the Board and shall meet no less than once every  
47 three (3) calendar months

21 04 All safety complaints and/or hazardous conditions reported to the District shall be corrected as soon as possible. If the complaint and/or condition is not corrected within five (5) working days, the Union may request a response in writing from the appropriate District department and follow up by the committees mentioned in Article 21 03. All safety complaints and/or reports of hazardous conditions shall be submitted on a standard form. The committees shall endorse such comments as they deem appropriate on the form. The form shall follow the complaint through the review process provided in this Agreement.

21 05 The districtwide committee shall have responsibility for making recommendations for new or revised safety regulations and/or inspection procedures to the Board.

21 06 No employee shall be discharged for failure to work in an unsafe or hazardous situation where there is an imminent danger to the employee's health and such is currently under review by the appropriate safety committee. If such committee exists, any employee suspended for failure to work in such an imminent danger situation shall receive full compensation for the suspension if the committee determines that situation was imminent danger to the employee.

21 07 The Board shall make available to each bus driver appropriate disinfectant gloves and absorbent cloths for clean up purposes.

## ARTICLE 22

### STEWARDS' RIGHTS

22 01 Stewards may be designated by the Union to facilitate the implementation of this Agreement, provided that no more than two (2) stewards shall be designated for any single work location [see Article 5 for such location(s)] and provided further that for senior high schools or where there are more than fifty (50) employees in any one work location, the Union may designate three (3) stewards. A list of such stewards shall be provided to the Board.

22 02 The Union shall be allowed to additionally designate three (3) employees as chief stewards. Such chief stewards may serve as the Union representative in the processing of grievances provided written prior notice of such service is provided to the Board by the Union. A chief steward may also perform such duties as are prescribed for other stewards herein. Provided actions by the chief stewards shall be subject to the same restrictions as those placed on other stewards.

22 03 The Union may, at its option, designate no more than seven (7) Union representatives who are not employees of the Board. The Union shall submit a listing of such representatives in writing to the Director of Labor Relations. To the extent that their activity does not interfere with instructional activity or the work of other workers, the Union representatives or stewards shall be allowed to

- 1           **22.031** Investigate and process grievances
- 2
- 3           **22.032** Post Union notices
- 4
- 5           **22.033** Solicit Union membership during employee's non working time
- 6
- 7           **22.034** Attend negotiating meetings
- 8
- 9           **22.035** Transmit communications authorized by the Union or its representa
- 10           tives, to the Board's representative
- 11
- 12           **22.036** Consult with representatives of the Board or other Union representatives
- 13           concerning the enforcement of any provisions of this Agreement.
- 14
- 15           **22.037** The designated Union steward at each location shall be the designated
- 16           employee for the purposes of Articles 5.01, 21.03 and 22.01. The Union shall
- 17           submit in writing the name of the designated Union steward at each location
- 18           to the administrative head of such location prior to such steward performing
- 19           any of the functions provided herein. A districtwide master list of all designated
- 20           shop stewards showing the name, classification and work location shall be
- 21           provided in writing to the Director of Labor Relations. Such listings to be
- 22           provided no later than August 15 each year and updated to reflect changes
- 23           no later than January 1 each year. This provision shall not be construed so
- 24           as to restrict the Union's right to alter the list as the need arises.

## ARTICLE 23

### GENERAL SAVINGS

- 25
- 26
- 27
- 28
- 29
- 30           **23.01** If any provisions of this Agreement be declared illegal by a court of competent
- 31           jurisdiction, then that provision shall be deleted from this Agreement to the extent
- 32           that it violates the law. The remaining provisions of this Agreement shall remain
- 33           in full force and effect to the extent they may be implemented without the deleted
- 34           items. By mutual agreement the subject matter affected by such declaration of
- 35           illegality may be renegotiated at any time; however, if this Agreement shall be in
- 36           effect for at least twelve (12) calendar months following such declaration of
- 37           illegality, the parties shall renegotiate the affected provisions; such negotiations
- 38           to commence within thirty (30) working days and to continue for sixty (60)
- 39           calendar days or until agreement can be reached thereon, whichever shall be the
- 40           sooner. Any such renegotiation shall not be subject to any of the impasse
- 41           provisions of Chapter 447, Sections 447.403 and 447.409 of the Florida
- 42           Statutes.
- 43           **23.02** The Superintendent shall fulfill his/her obligations as provided for in Chapter 447
- 44           Section 447.309 of the Florida Statutes.
- 45
- 46
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## ARTICLE 24

### SUBCONTRACTING

- 24 01 Maintenance and/or capital outlay work shall be subcontracted only when it is more economical and/or practical to do so

## ARTICLE 25

### INDIVIDUAL AGREEMENT

- 25 01 The Board agrees not to enter into any agreement with any employee or group of employees which conflicts with any provision of this Agreement
- 25 02 The Board shall not assign non unit employees including supervisors and/or managers to perform the work of employees except as the needs of the school district clearly require

## ARTICLE 26

### REST AND LUNCH

- 26 01 Employees who are assigned to be present at the worksite for continuous time as shown below shall be scheduled to the daily break(s) indicated "Continuous time is time spent at the worksite not including unpaid breaks

#### ASSIGNED TO BE PRESENT

#### BREAKS

Less than 4 hours

None

4 hours

One 10 minute paid rest

More than 4 but less than 6 hours

One 10 minute paid rest

6 hours

One 10 minute paid rest

One 30 minute unpaid meal

More than 6 hours

Two 10 minute paid rests

One 30 minute unpaid meal

This rest and lunch provision shall not be applicable to bus drivers nor bus attendants who work less than seven (7) continuous hours

## ARTICLE 27

### CLOTHING

- 27 01 Each employee shall report to work attired in clothing appropriate to his/her work responsibility. Designated employees shall wear clothes similar in color and type. Each employee shall be responsible for wearing shoes of a type designated as appropriate to health and safety aspects of his/her work. If other special clothes

shall be required the Board shall provide such special clothes or provide an allowance to the employee to purchase such clothes at intervals equal to the normal life of such clothes provided an employee granted such allowance or clothes who terminates employment may be requested to reimburse the district pro rata or return the clothes if originally provided by the Board

- 27 02** The Board agrees to form committees from among affected employees for the purpose of reviewing the specifications and sample uniforms and making recommendations regarding the selection of such uniforms to be provided by the Board for specified employee job classifications and/or departments. The committees shall be comprised of four (4) affected employees and two (2) supervisors. The Union shall be invited to submit the names of two (2) of the four (4) affected employees who will be placed on each committee.

Nothing contained herein shall be construed so as to require the Board to provide uniforms for any group of employees nor to require a change in any existing uniforms which employees are required to wear.

- 27 03** When the Board determines that it is necessary for a bus driver and/or a bus attendant to purchase his/her uniform, the Board shall reimburse such employee the cost of such purchase not to exceed the cost of the uniform(s) provided to other bus drivers/attendants. Necessary documentation for the cost of such purchase shall be provided by the employee prior to such reimbursement.

## ARTICLE 28

### OVERTIME

- 28 01** One and one-half (1 1/2) times the employee's regular rate shall be paid for overtime work under either of the following conditions:

**28 011** All work performed in excess of forty (40) hours in one week.

**28 012** All work performed in excess of ten (10) hours in any twenty-four (24) hour period beginning with the employee's regularly scheduled starting time except employees regularly scheduled to work ten (10) hours for four (4) days per week shall receive overtime pay for hours in excess of the (10) hours in any twenty-four (24) hour period beginning with the employee's regularly scheduled starting time.

- 28 02** There shall be no compensatory time given except in case of emergencies.

- 28 03** Reasonable effort shall be made to allocate overtime among appropriate employees. Overtime worked by employees at each work location for the preceding pay period shall be posted at that work location. Such posting shall include year-to-date overtime.

- 1 **28 04** An employee shall receive a minimum of two (2) hours pay for being called in to  
2 work after his/her normal working hours This section shall not apply to an  
3 extension of work hours immediately prior to or following the regular work day  
4
- 5 **28 05** The total number of hours worked and the overtime hours along with the premium  
6 pay received for such overtime hours shall appear on the employee s pay stub  
7 for such pay period  
8
- 9 **28 06** Any work assigned and performed on a designated paid holiday or on a Sunday  
10 will be paid at one and one half (1 1/2) times the employee s regular rate of pay  
11
- 12 **28 07** The Board agrees that any changes in an employee s normal workweek hours shall  
13 not be for the purpose of circumventing the overtime provisions of this Agreement  
14

## 15 **ARTICLE 29**

### 16 **BUS DRIVERS**

- 17
- 18
- 19 **29 01** Bus drivers shall be in two (2) classifications Regular and standby  
20
- 21 **29 011** Regular bus drivers and regular bus attendants shall be assigned to  
22 established routes as their primary assignment They may be assigned  
23 other departmental work as the needs of the district clearly require  
24 They shall not be assigned other departmental work as their primary  
25 assignment Employees assigned other departmental duties in order to  
26 work the guaranteed workweek of thirty (30) or twenty seven and one-  
27 half (27 1/2) hours shall not be assigned to the cleaning of restrooms  
28 or mowing of grass  
29
- 30 **29 012** Regular bus drivers are regular employees and shall receive no less  
31 than thirty (30) hours of pay for each full five (5) day week of work  
32 Regular bus attendants shall receive no less than twenty seven and  
33 one half (27 1/2) hours of pay for each full five (5) day week of work If  
34 a regular driver or bus attendant shall request in writing the opportunity  
35 to work less than the above mentioned applicable thirty (30) hours or  
36 twenty seven and one half (27 1/2) hours per week during a specific  
37 school year or a portion thereof and the Board shall agree to such  
38 reduced workweek the terms thirty (30)" and "twenty seven and one  
39 half (27 1/2)" as used in this section shall be reduced with respect to  
40 such driver or attendant for such number of hours as are agreed upon  
41 between the driver or attendant and the Board A copy of such  
42 adjustment shall be forwarded to the Union as soon as practicable  
43
- 44 Regular bus drivers and regular bus attendants shall accumulate these  
45 thirty (30) hours and twenty seven and one half (27 1/2) hours respec  
46 tively in each full five (5) day workweek but not including Saturday and  
47 Sunday or after 5 30 p m  
48

1           **29 013** The bumping procedure as provided in Article 10 of this Agreement  
2 shall only be applied to bus drivers and/or bus attendants when all of  
3 the conditions below are met

4           a Reduction of hours for regular bus drivers when such  
5 reduction affects hours above thirty (30) hours in one week and  
6 such reduction is for more than sixty (60) minutes per  
7 normal workday

8           b Reduction of hours for regular bus attendants when such  
9 reduction affects hours above twenty seven and one half  
10 (27 1/2) in one week and such reduction is more than sixty (60)  
11 minutes per normal workday

12           Neither thirty (30) hours of pay nor twenty seven and one half (27 1/2)  
13 hours of pay as used herein shall be construed so as to obligate the Board  
14 to make such payment in the event a bus driver or bus attendant is  
15 unwilling to perform the thirty (30) hours of work or the twenty seven and  
16 one-half (27 1/2) hours of work if such hours are assigned by the Board

17  
18  
19           **29 014** Standby drivers are substitute employees who may be called to assist  
20 in driving routes or other departmental work on an as needed basis  
21 Standby drivers shall be given a copy of this Agreement at the start of  
22 their training

23  
24           **29 015** A standby field trip assignment log (such as TR 24 revised) will be  
25 posted on the bulletin board At the end of each month the log will be  
26 updated Standby drivers only will be listed on this log A copy of the  
27 field trip assignment log as provided herein shall be made available to  
28 the Union steward concurrent with such posting

29  
30           **29 016** In determining the hours assigned to a bus driver hours shall include  
31 no less than thirty (30) minutes for completing required duties other  
32 than driving duties Such thirty (30) minutes shall be outside of the time  
33 the driver normally departs and returns to the compound at the end of  
34 his/her normal full driving day

35  
36           **29 02** Reasonable effort shall be made to spread work opportunities for field trips  
37 equitably among all appropriate bus drivers The Board shall post a monthly  
38 current field trip assignment log in the area assigned to bus drivers in each bus  
39 compound The log shall list regular drivers field trip assignments and shall be  
40 upon request reviewed quarterly by the Union steward and Area Supervisor The  
41 following procedure shall be utilized for field trip assignments

42  
43           **29 021** A regular bus driver is normally expected to be available for field trip  
44 assignments A driver who does not wish to drive field trips may submit  
45 such request on the proper form and he/she will not be required except  
46 in an emergency to accept a field trip assignment Drivers who become  
47 regular drivers after the beginning of the school year shall be required  
48 to drive field trips and shall not have the option described above



- 1           **29 022** A driver shall not have the right to place any restrictions or conditions  
2           on his/her acceptance of field trip assignments  
3
- 4           **29 023** A regular driver shall not have the right to be reassigned a field trip when  
5           he/she is assigned to drive a regular school day assigned route  
6
- 7           **29 024** At the beginning of the month the driver with the least number of field  
8           trip hours would be at the top of the log and the driver with the most  
9           would be at the bottom Drivers would typically be contacted in  
10          sequence from top to bottom as trips become available  
11
- 12          **29 025** Exceptions to the procedure as outlined above will be made at the  
13          discretion of the Area Coordinator when the needs of the school district  
14          can be best met by making these exceptions  
15
- 16          **29 026** The spreading of opportunities for field trips will be accomplished over  
17          a substantial period of time but within each normal work year  
18
- 19          **29 027** The assignment of drivers to drive under the SCATS program shall be  
20          at the Board's discretion provided that the making of such assignments  
21          shall cause no violation of the procedures as described herein for field  
22          trip assignments  
23
- 24          **29 028** A listing of field trips shall be posted weekly in each compound showing  
25          starting point destination time and assigned driver Provided that such  
26          posting reflects field trip status at the time of posting and does not  
27          require daily update  
28
- 29   **29 03** A bus driver who completes ninety (90) calendar days of service as a regular  
30   employee and who was required by the Board to complete a bus driver's pre  
31   employment training course as a condition of employment and was not paid for  
32   the training prior to becoming a regular employee shall become eligible for pay  
33   up to forty (40) hours of time spent in such training course at his/her regular pay  
34   rate Such time shall not be counted in any overtime calculations  
35
- 36   **29 04** Prior to the assignments of routes each normal school year routes by adminis  
37   trative area of the district shall be posted in each bus compound Wherever such  
38   information is known at the time of posting the following shall be included out  
39   in time bus number and school(s) served Such information is subject to change  
40   as the needs of the district require A driver may at his/her option apply for any  
41   such posted routes The assigning of a route shall be done on the basis of  
42   seniority with the most senior driver being selected from the list of applicants  
43   Drivers on leave or who are otherwise not physically present during the period of  
44   route posting and selection shall not be allowed to participate in the selection  
45   process The route selection process shall only apply to route assignments at the  
46   beginning of the normal school year Drivers who are assigned routes using the  
47   process described in this paragraph shall not be reassigned to a different bus  
48   route except with the affected driver's agreement or for nonarbitrary reasons In

the event a driver is reassigned as provided herein he/she shall be reassigned to the route driven by the least senior driver in the administrative area

## ARTICLE 30

### EMPLOYEE RIGHTS

**30 01** All reports and forms required by the Board to be completed shall be completed on paid time

**30 02** Each employee shall have the right to inspect his/her permanent file(s) Such examination shall be done during normal business hours pursuant to an appointment made for such purposes, provided that the appropriate administrator may waive the need for an appointment The employee may be accompanied by a representative of his/her choice, and a representative of the Board may also be present during such review The employee shall not permanently remove any item from his/her file but shall be allowed copies of such at cost This section shall not be applicable to recommendations or appraisals from other employers or other such references

**30 021** When any complaint reprimand or other such evaluative material is added deleted or changed in an employee's permanent file(s) a copy of the same shall be made available to the employee who shall acknowledge receipt of the same If any employee is required to sign any such material within his/her file such signature shall designate receipt only and not agreement

**30 0211** If the Board chooses not to investigate a complaint no copy or record shall be placed in the employee's personnel or department file Uninvestigated complaints shall not be used as a basis for any reprimand other disciplinary action or evaluation

**30 022** All employees shall have the right to comment responsively without censorship on all such evaluative material and said comments shall be included in their official records Any such response must be submitted within fifteen (15) work days after such material is provided to the employee Such response shall be attached to file copies of such evaluative material to which the response is directed Material shall be released outside of the Board as required by law and as the interests of the Board and/or the employee clearly require If released the employee shall be advised of the same to the extent permitted by law

**30 023** An employee shall be entitled to have present a representative when being officially reprimanded or disciplined No reprimand or discipline shall be discussed by the administrator(s) or representative involved in the presence of students parents or employees not involved in the events giving rise to such reprimand or discipline Provided this shall

1 not preclude such discussion as is necessary to establish the facts and/  
2 or to process such reprimand or discipline to the School Board  
3

4 **30 03** Employees who utilize time clocks shall clock in by their scheduled start time and  
5 shall be allowed to clock out up to six (6) minutes prior to their scheduled quitting  
6 time All employees will be required to utilize time clocks by June 30 1999  
7

8 **30 04** Classified employees shall be afforded the following  
9

10 **30 041** An employee required by the Board to provide his/her personal  
11 transportation shall be reimbursed by the Board at no less than the  
12 rate allowed by law Such requirement shall not include routine travel  
13 to and from the employee's home and the worksite to which assigned  
14

15 **30 042** Employees shall be admitted without charge to school functions  
16 subject to the following conditions

17 a The employee is assigned to work at the school which is a  
18 participant in the activity or is a countywide employee or bus  
19 driver

20 b The employee presents proper identification for admittance

21 c Activities that are not controlled by the district are not subject to  
22 this provision  
23

24 **30 043** If any employee is sued in a tort action as a result of any action taken  
25 by the employee in the proper exercise of his/her responsibilities  
26 the Board will provide for the defense thereof  
27

28 **30 044** Employees shall be provided the opportunity to participate in the  
29 financial information seminars each year as provided other employees  
30 Such participation shall not require any interference with the employee's  
31 work assignment  
32

33 **30 05** No employee shall be required to perform non emergency health care proce-  
34 dures or administer prescription medication until he/she is instructed by his/her  
35 immediate supervisor or designee as to such procedures  
36  
37

## 38 **ARTICLE 31**

### 39 **INSERVICE TRAINING**

40  
41  
42 **31 01** All employees required by the Board to participate in any training and/or health  
43 and safety program shall be compensated at their regular rate of pay for the length  
44 of the program(s) Employees absent from the program(s) shall not be compen-  
45 sated for those hours unless assigned elsewhere by their immediate supervisor  
46  
47  
48

## ARTICLE 32

### EQUAL PAY PROVISION

**32 01** Any employee required to work temporarily outside of his/her classification for more than five (5) workdays in a payroll period shall receive the higher rate of pay for the entire period of the temporary assignment. Such additional compensation shall be paid as promptly as payroll procedures shall reasonably permit.

## ARTICLE 33

### WAGE AND SALARY SCHEDULE

**33 01** Effective July 3, 1998, the Board agrees to implement the following classified wage and salary schedule:

#### 1998-99 WAGE AND SALARY SCHEDULE

GRADE	ENTRY*	0 YRS**	1 YRS	2 YRS	3 YRS	4 YRS	5 YRS	6 YRS	7 YRS	8 YRS	9 YRS	10 YRS	L 1	L 2
15	7.00	7.10	7.32	7.52	7.72	7.87	8.10	8.30	8.50	8.80	9.12	9.54	9.87	10.15
16	7.20	7.30	7.52	7.72	7.92	8.07	8.30	8.50	8.70	9.00	9.40	9.82	10.15	10.43
17	7.45	7.55	7.77	7.97	8.17	8.32	8.55	8.75	8.95	9.25	9.70	10.12	10.45	10.73
18	7.70	7.80	8.02	8.22	8.42	8.57	8.80	9.05	9.25	9.55	10.00	10.42	10.75	11.03
19	8.00	8.10	8.32	8.52	8.72	8.87	9.10	9.35	9.55	9.85	10.41	10.83	11.16	11.44
20	8.15	8.25	8.47	8.67	8.87	9.02	9.25	9.50	9.70	10.00	10.70	11.12	11.45	11.73
21	8.50	8.60	8.82	9.02	9.22	9.37	9.60	9.85	10.05	10.35	11.06	11.52	11.85	12.13
22	8.75	8.85	9.07	9.27	9.47	9.72	9.95	10.20	10.40	10.70	11.44	11.92	12.25	12.53
23	8.95	9.05	9.27	9.47	9.72	9.97	10.20	10.45	10.65	10.95	11.83	12.32	12.65	12.93
24	9.35	9.45	9.67	9.87	10.12	10.37	10.60	10.92	11.12	11.45	12.23	12.72	13.05	13.33
25	9.65	9.75	9.97	10.17	10.42	10.67	10.90	11.22	11.42	11.75	12.70	13.22	13.55	13.83
26	10.05	10.15	10.37	10.57	10.82	11.07	11.30	11.62	11.82	12.19	13.14	13.67	14.00	14.28
27	10.35	10.45	10.67	10.87	11.16	11.41	11.65	11.97	12.17	12.58	13.53	14.07	14.40	14.68
28	10.70	10.80	11.02	11.22	11.51	11.76	12.00	12.32	12.52	13.13	14.08	14.67	15.00	15.28
29	11.10	11.20	11.42	11.62	11.91	12.16	12.40	12.77	12.97	13.62	14.57	15.17	15.50	15.78
30	11.50	11.60	11.82	12.02	12.31	12.56	12.80	13.17	13.37	14.11	15.06	15.67	16.00	16.28

\*Employees remain at entry level until they have completed the probationary period

Employees remain at 0 Year level until they have completed one (1) year of creditable service for pay purposes

Longevity 1 Employees with eleven (11) or more years of creditable service for pay purposes will be paid at L 1 level

Longevity 2 Employees with fifteen (15) or more years of creditable service for pay purposes will be paid at L 2 level

33 02 Movement of employees on the Wage and Salary Schedule is accomplished only through negotiations between the Union and the Board

The amount of pay received by a probationary employee (entry) shall be ten cents ( 10) per hour less than the minimum paid to nonprobationary employees

One (1) year of creditable service for pay purposes shall be earned by an employee who works no less than one (1) day more than fifty percent (50%) of his/her normal work year

33 03 Employees who volunteer for assignments which generate funds e g athletic events and dances shall be compensated at the rate of \$8 50 per hour Time spent at such assignment is not subject to the overtime provisions of this Agreement

33 04 An employee whose normal work assignment is designed for him/her to regularly report to his/her worksite between 10 P M and 3 30 A M shall receive a shift premium of thirty cents ( 30) per hour Shift premium shall not apply to special or temporary assignments such as but not limited to field trips for bus drivers work performed at school functions and other assignments not normally part of the employee s regular workday

33 05 Effective the 1993-94 school year all current food service workers shall be paid on the existing salary schedule Food service workers hired on or after July 1 1993 shall be paid at the following rates

Cafeteria Workers

Six dollars and thirty five cents (\$6 35) per hour in 1998 99

Cooks Bakers and Cashiers

Six dollars and seventy five cents (\$6 75) per hour for 1998 99

33 06 Effective January 1 1999 salaries for employees shall be paid by direct deposit

## ARTICLE 34

### EFFECT AND DURATION OF AGREEMENT

34 01 The parties acknowledge that during negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law in the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement

34 02 This Agreement shall be effective on the date of execution except that Article 33 shall be effective according to its terms

1 34 03 This Agreement shall remain in full force and effect until midnight June 30 1999  
2 and shall be automatically extended from month to month unless either party shall  
3 give notice to the other in writing of its desire to terminate in which case the  
4 Agreement shall terminate in thirty (30) calendar days Such extension of the  
5 Agreement shall not imply any obligation on the part of the Board to advance an  
6 employee from one level to another on the salary schedule  
7

8 34 04 This Agreement shall be reopened for negotiations no later than May 1, 1999  
9 except by mutual agreement between the parties During such reopeners  
10 negotiations shall be limited to wages, benefits and three (3) other Articles of  
11 each party's choosing  
12

## 13 APPENDIX

### 14 Employee Hospitalization/Medical Plan

15 In addition to the employee benefits otherwise contained in the Collective Bargaining  
16 Agreement between the parties the following employee benefits and other pertinent  
17 information shall become effective upon ratification by the employees and the School  
18 Board  
19

### 20 CIGNA Preferred Provider Organization (PPO)

21 Deductibles and stop loss levels will be as follows for the twelve (12) month period from  
22 January 1 1999 through December 31 1999  
23

Deductible		Stop Loss	
27	80/20 (PPO In Network)	Individual	\$1 500 (In Network)
28	60/40 (PPO Out of Network)	Family	\$3 000 (In Network)
29	Individual \$400	Individual	\$2 000 (Out of Network)
30	Family \$800	Family	\$4 000 (Out of Network)

31 During the plan year January 1 1999 through December 31, 1999 only expenses  
32 incurred in the plan year will be allowed to count toward the deductible for that plan year  
33

34 PPO Plan Co-payment \$10 00 for each in Network nonsurgical office visit Outpatient  
35 surgery covered the same as if surgery was performed as an inpatient  
36

37 The following additional benefits will continue to be effective January 1 1999  
38

39 A One annual cancer screening to include Mammogram, PAP smear colorectal  
40 prostate and blood test for ovarian cancer as applicable Such annual tests shall  
41 be covered at 100% after \$10 00 co-payment per doctor visit In Network  
42

43 B Prescription drugs limited to a thirty (30) day supply paid at 100% at participating  
44 pharmacies after \$5 00 co-payment for generic and \$10 00 co-payment for brand  
45 name drugs The above co-payments will be applied to each prescription and  
46 each refill  
47  
48

C Mail order service for long term maintenance prescription drugs an \$8 00 co-payment for brand names will be required

**Monthly rates for the period January 1, 1999 through December 31, 1999 for CIGNA PPO**

	<u>Premium Amount</u>	<u>Board Contribution</u>	<u>Employee Contribution</u>
Employee	\$318 00	\$239 00	\$79 00
Employee /Spouse	\$636 00	\$239 00	\$397 00
Employee/Children	\$469 00	\$239 00	\$230 00
Employee/Other	\$766 00	\$239 00	\$527 00

**CIGNA Health Maintenance Organizations (HMO)**

Monthly rates for the period January 1, 1999 through December 31, 1999

	<u>Premium Amount</u>	<u>Board Contribution</u>	<u>Employee Contribution</u>
Employee	\$223 00	\$223 00	\$0 00
Employee /Spouse	\$446 00	\$223 00	\$223 00
Employee/Children	\$330 00	\$223 00	\$107 00
Employee/Other	\$538 00	\$223 00	\$315 00

Co-payment for each participating doctor visit \$10 00

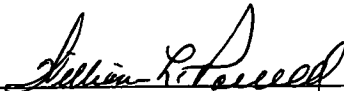
Prescription drugs limited to a thirty (30) day supply paid at 100% at participating pharmacies after \$5 00 co-payment for generic and \$10 00 co-payment for brand name drugs The above co-payments will be applied to each prescription and each refill

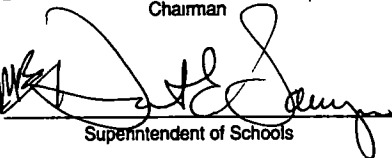
Mail order service for long term maintenance prescription drugs is available with above co-payments required

Employees must elect a primary physician to provide primary care and to direct covered persons to other specialists

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this negotiated Agreement on this 3rd day of September, 1998, to be effective as stated herein

**THE SCHOOL BOARD OF BREVARD COUNTY**

By   
Chairman

Attest:   
Superintendent of Schools

**LOCAL 1010, INTERNATIONAL BROTHERHOOD OF PAINTERS  
AND ALLIED TRADES, AFL-CIO, DISTRICT COUNCIL 78**

By   
Business Manager/Chief Negotiator

Attest   
Special Representative